

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE:
Soo Hotels, Inc.

Chapter 11
Case No. 21-45708-mlo

Hon. Maria L. Oxholm

Debtor.

COVER SHEET FOR AMENDED MOTION TO APPROVE SALE PROCEDURES

The debtor has filed a motion for approval of procedures for the sale of assets, which is attached to this cover sheet. Pursuant to E.D. Mich. L.B.R. 6004-1, the debtor has identified below, by page and paragraph number, the location in the proposed order accompanying the motion of each of the following provisions:

PROVISION	Contained in proposed order	Location in proposed order
(1) Provisions concerning the qualifications of the bidding parties.	<u> x </u> Yes <u> </u> No	Page 1-2, ¶ 1, 2

<p>(2) Provisions concerning the criteria for a qualifying bid and any deadlines for (i) submitting such a bid, and (ii) notification of whether the bid made constitutes a qualifying bid.</p>	<p><u> x </u> Yes <u> </u> No</p>	<p>Page 1, ¶ 1</p>
<p>(3) Provisions that require qualified bids to identify points of variation from the stalking horse bid (including price and other terms).</p>	<p><u> </u> Yes <u> x </u> No</p>	<p>Page ____, ¶ __</p>
<p>(4) Provisions pertaining to the conditions to the qualified bidders' obligation to consummate the purchase (including the time period within which the purchaser must close the transaction).</p>	<p><u> x </u> Yes <u> </u> No</p>	<p>Page 3, ¶ 5</p>
<p>(5) Provisions pertaining to the amount required for a good faith deposit.</p>	<p><u> X </u> Yes <u> </u> No</p>	<p>Page 1, ¶ 1</p>

(6) Provisions that relate to a "Back-Up Buyer" should the first winning bidder fail to close the transaction within a specified period of time.	<u> X </u> Yes <u> </u> No	Page 3, ¶ 6
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(7) No-shop or No-Solicitation provisions including the justification for such provision.	<u> </u> Yes <u> X </u> No	Page ____, ¶ __
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(8) Provisions relating to Break-Up fees, Topping fees, and/or Expense Reimbursement (including the waiver of such fees due to rebidding).	<u> </u> Yes <u> x </u> No	Page ____, ¶ __
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(9) Provisions specifying the bidding increments.	<u> X </u> Yes <u> </u> No	Page 2, ¶ 3
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<p>(10) Provisions relating to auction procedures including manner in which auction is to be conducted and when the auction will be open and when it will close.</p>	<p><u> X </u> Yes <u> </u> No</p>	<p>Page 4, ¶ 8</p>
<p>(11) Provisions relating to whether the auction will occur and the termination of the auction process and/or sale.</p>	<p><u> X </u> Yes <u> </u> No</p>	<p>Page 3-4, ¶ 7, 8</p>
<p>(12) Provision whether 14 day stay of F.R.Bankr.P. 6004(h) and 6006(d) is waived.</p>	<p><u> </u> Yes <u> X </u> No</p>	<p>Page __, ¶ __</p>
<p>(13) Provisions regarding timing for notice, submission of bids, objections to sale and other key events.</p>	<p><u> X </u> Yes <u> </u> No</p>	<p>Page 1, ¶ 1_</p>

Respectfully submitted,

SUBCHAPTER V. TRUSTEE

By: /s/ Kimberly Ross Clayson
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